





**Lease Period Details**

Commencement Date : \_\_\_\_\_

Initial Expiry Date (Maximum 6 months) : \_\_\_\_\_

**Deposit**

Deposit is calculated as one month's gross rental

Deposit : R\_\_\_\_\_

**Use of Leased Premises / Business Description**

Purpose for which Leased Premises shall be used : \_\_\_\_\_

**Marketing Research**

Lead Source : \_\_\_\_\_

**Administration Details****Payment of monthly amounts due by credit card, cash deposit or Electronic Funds Transfer (EFT) in the absence of debit order authorisation will attract an administration fee of 5% of amounts due.**Initial  
here:Interest rate on outstanding amounts calculated monthly in arrears :2% above prime  
lending rate

Late Payment Fee per Leased Premises - per instance : R250.00 (including VAT)

**Signatures****FOR THE LESSEE****FOR THE LESSOR**\_\_\_\_\_  
Who warrants that he/she is duly authorised to sign\_\_\_\_\_  
Who warrants that he/she is duly authorised to sign\_\_\_\_\_  
Full Name of Signatory\_\_\_\_\_  
Full Name of Signatory\_\_\_\_\_  
Date\_\_\_\_\_  
Date\_\_\_\_\_  
Place\_\_\_\_\_  
Place\_\_\_\_\_  
As Witness\_\_\_\_\_  
As Witness\_\_\_\_\_  
Full Name of Witness\_\_\_\_\_  
Full Name of Witness

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# ANNEXURE A

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In this Lease, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:

- 1.1 "business day" means every day except a Saturday, Sunday or official public holiday;
- 1.2 "Commencement Date" means the date as recorded in the Schedule, ;
- 1.3 "Lease" means this Lease Agreement comprising the Schedule, General Terms and Conditions, and such other annexures attached to the Lease;
- 1.4 "Leased Premises" means the area let in terms of this lease and as described in the Schedule.;
- 1.5 "Schedule" means the Lease Agreement which includes the Schedule;
- 1.6 "Termination Date" means the date upon which this lease agreement terminates;
- 1.7 the masculine gender includes all other genders;
- 1.8 the clause headings shall not be taken into account in its interpretation;
- 1.9 all rentals and other amounts stipulated herein include value added tax;

### 2. RECORDAL

The Lessor hereby lets to the Lessee, who hereby lets the Leased Premises specified in the Schedule, on the terms and conditions as set out below.

### 3. COMMENCEMENT DATE AND DURATION

This Lease will commence on the Commencement Date and expire on the initial Expiry Date as set out in the Schedule. The Lease will automatically renew for further periods of 1 (one) calendar month thereafter and shall continue on this basis for an indefinite period subject to the provisions of Clause 16.

### 4. PAYMENT OF TOTAL MONTHLY RENTAL

- 4.1 In consideration for the lease of the Leased Premises, the Lessee shall pay the Lessor the rental amount stipulated in the Rental Schedule, it being acknowledged that the Lessor is not required to send out invoices or statements prior to receiving payment from the Lessee.
- 4.2 The rental is payable monthly in advance, on or before the 1<sup>st</sup> (first) day of the month, in accordance with the debit order authorisation form signed by the Lessee and attached to this Lease as Annexure "C".
- 4.3 All payments made to the Lessor pursuant to this Lease shall be applied first to administrative costs and charges (such as Late Payment Fees / interest) before the balance is set-off against outstanding rental.
- 4.4 The Lessor reserves the right, but not before the Initial Expiry Date, to increase the rental from time to time by giving one month's written notice thereof to the Lessee. If the Lessee does not accept the increase, the Lessor shall be entitled to cancel the Lease in accordance with clause 16.
- 4.5 The Lessee may not withhold, abate or delay payment of any amounts because he has been inconvenienced, or because the use of the Leased Premises has been impaired or restricted by repairs, renovation, interruption in the supply of services, or for any

other reason whatsoever.

### 5. LATE PAYMENTS

- 5.1 If any amount due, in terms of this Lease, is paid after the due date, the Lessee shall, be liable for interest on the unpaid amount, calculated at the interest rate provided in the Schedule.
- 5.2 In addition, the Lessee shall be liable to pay the Lessor, a Late Payment Fee, which fee is stipulated in the Schedule,
- 5.3 **Should the Lessee continuously pay any amount due in terms of this Lease after the due date, then the Lessor has the right to list the Lessee as a late payer with any of the Credit Bureaus.**

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### 6. DEPOSIT

- 6.1 The Lessee shall, by no later than the close of business on the first business day following the date of signature of this lease by the Lessor pay the deposit to the Lessor as set out in the Schedule failing which this lease shall be deemed to be null and void.
- 6.2 The deposit shall not accrue interest.
- 6.3 The Lessor shall refund the deposit, less deductions, within 30 (thirty) days after termination of the lease.
- 6.4 The Lessor reserves the right at any time prior to the termination of the lease to deduct any amount due in terms of this lease from the deposit. In such event the Lessee shall, on demand, pay to the Lessor such amount as to reinstate the deposit to the amount provided for in the Schedule.
- 6.5 **It is specifically recorded that the deposit may not be anticipated by the Lessee as payment for the last month's rental or for any other amount due to the Lessor in terms of this Lease.**

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### 7. INSURANCE

- 7.1 The Lessee shall not do or omit to do anything or allow anything to be done, which may constitute a contravention of the terms of any insurance policy held by the Lessor in respect of the Leased Premises, or which may increase the Lessor's insurance premiums in respect thereof. The Lessor's insurance policies are available for inspection by the Lessee, and the Lessee is obliged to acquaint himself with the terms thereof.
- 7.2 **The Lessee undertakes to ensure that any and all goods stored or kept in the Leased Premises are properly and comprehensively insured at all times against any loss of whatsoever nature, including but not limited to any damage or loss from burglary, theft, robbery, breakage, fire, storm, flood, earthquake, tempest riots, labour strikes, civil commotion, and to cover public liability of any kind, by an insurance company of proper repute.**

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### 8. TERMS OF USE

- 8.1 The Lessee undertakes not to store any goods likely to

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cause damage, including, but not limited to any storage of food, perishables, plants, birds, fish, animals or any other creatures, explosive, flammable liquids, chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature; any items which emit any fumes, smell or odour; any illegal substances, any items or goods illegally obtained; substances likely to cause injury, damage, infection or which may be harmful to any other goods of any other Lessee. The Lessor shall be entitled to remove such goods without notice to the Lessee and the Lessee indemnifies the Lessor against any claim for damages which may be instituted against the Lessor arising from the storage of any goods as referred to in this clause.

- 8.2 On vacating the Leased Premises, the Lessee undertakes not to leave any waste or refuse in the Leased Premises, failing which the Lessee shall be liable for the reasonable costs of disposing of such waste or refuse.
- 8.3 On occupation, the Lessee undertakes to inform the Lessor of any damage or defect to the Leased Premises failing which it will be deemed to be in order.
- 8.4 The Lessee shall provide its own locks and keep the Leased Premises locked at all times when not utilising the same.
- 8.5 The Lessee permits the Lessor, its agents and service providers, to enter the Leased Premises, and if necessary, to break the lock to gain entry:
  - 8.5.1 provided the Lessee has received not less than 7 (seven) days' notice to inspect the Leased Premises or to carry out repairs, maintenance and alternations to it and the Lessee has failed to provide the access required;
  - 8.5.2 at any time without notifying the Lessee should the Lessor:
    - 8.5.2.1 reasonably believe that the Leased Premises contains any items described in Clause 8.1 or such entry is effected incidental to the exercise of the Lessor's powers pursuant to clause 16.2.
    - 8.5.2.2 needs to ascertain whether the Leased Premises contains any items described in clause 8.1;
    - 8.5.2.3 is required to do so by the SA Police, Fire Services, Local Municipality or by a Court Order;
    - 8.5.2.4 needs to prevent injury or damage to persons or property.
- 8.6 This Lease shall not confer on the Lessee any right to exclusive possession of the Leased Premises. The Lessor may, by giving the Lessee 7 (seven) days' written notice, require the Lessee to relocate to another Leased Premises specified by the Lessor which unit shall not be smaller than the current Leased Premises.
- 8.7 Should the Lessee not remove it's property to the alternative Leased Premises by the date specified in the Lessor's written notice, the Lessee agrees that either the Lessor or its agents or service provider may enter the Leased Premises and, as the Lessee's agent, remove the property. The removal will be at the Lessee's risk, except for loss or damage caused willfully or negligently by the Lessor or its agent or service providers.
- 8.8 If the property is moved to alternative Leased Premises, this Lease will be varied by the substitution of the alternative Leased Premises as the description of the "Leased Premises" but shall otherwise continue in full

force and effect.

- 8.9 The Lessor agrees to pay the Lessee's reasonable costs of relocating which will be agreed in writing by the Lessor prior to relocating.
- 8.10 Access to the property and/or Leased Premises will not be granted to the Lessee or any persons nominated by the Lessee until such persons have completed the Access Enrolment Procedure.
- 8.11 The Lessee shall immediately notify the Lessor in writing of any change in the Lessee's contact details (including the Lessee's email address) as stipulated in the Schedule.
- 8.12 The Lessee shall be liable for any damage to the Leased Premises and to any other Leased Premises, as a result of the Lessee's or the Lessee's agents, guests, invitees, or representatives actions, and the costs of repair in respect thereof shall be for the Lessee's account.
- 8.13 The Lessee shall not hinder any other Lessee in the reasonable use of their Leased Premises.
- 8.14 No nails, fixtures or attachments of any kind are to be affixed to any of the walls, ceiling or doors of the Leased Premises.
- 8.15 The Leased Premises may only be used for the purpose specified in the Schedule, provided that the Lessee may, upon written request, apply to the Lessor to change their use of the Leased Premises.
- 8.16 The Lessee shall keep all high-level windows transparent at all times.
- 8.17 **The Lessee may not undertake any improvements, alterations or additions to the Leased Premises including the air-conditioning units, if installed, without the prior written consent of the Lessor. Such consent by the Lessor may be conditional upon the Lessee increasing their deposit to cover the anticipated costs of reinstating the unit.** Any improvements, alterations or additions, which the Lessee may have effected to the Leased Premises shall become the property of the Lessor, and the Lessor shall not be obliged to compensate the Lessee in respect thereof. The said improvements, alterations or additions shall, if the Lessor so requires, be removed by the Lessee at the end of the lease and the Lessee shall make good all damage or unsightliness caused by such removal at the Lessee's cost.

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**9. STORAGE OF GOODS**

- 9.1 The Lessee warrants that he is the sole owner of any and all goods to be stored in the Leased Premises, alternatively is entitled to be in possession thereof. The Lessee further acknowledges that all goods will be subject to the provisions of this Lease.
- 9.2 The Lessee must ensure that the Leased Premises are suitable for the storage of the goods that are, or are to be, stored.

**10. MAINTENANCE AND REPAIRS**

- 10.1 The Lessee shall:
  - 10.1.1 keep the Leased Premises, including the interior and exterior of all windows, and all its contents clean, tidy and in good order, condition and repair;
  - 10.1.2 be responsible for the maintenance and repair of any/all damage to the interior of the Leased Premises and to the interior and exterior of all

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- doors, door frames and handles, shopfronts and windows, window frames and handles, irrespective of how such damage occurred;
- 10.1.3 at its own cost maintain, and where necessary, replace any electrical systems, including but not limited to electrical outlets, plugs and distribution boards, installed in the Leased Premises.
- 10.1.4 be responsible for the cost of maintaining all air-conditioning units, if installed, in good order and condition which maintenance shall be undertaken by the Lessor;
- 10.1.5 replace at its own cost all light fittings, fluorescent tubes, starters, globes, ballasts, diffusers and incandescent lamps used in the Leased Premises;
- 10.1.6 shall be responsible for the pest control in the Leased Premises. If the Lessee does not exercise proper pest control in the Leased Premises, then the Lessor can cause pest control to be exercised in those Leased Premises and charge the relevant amounts to the Lessee. If, as a result of such pest control not being properly exercised by the Lessee, pest problems develop elsewhere in the property, then the Lessee will be liable for whatever costs are incurred by the Lessor in taking care of such pest control in the property.

10.2 The Lessor shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the building and all parts thereof other than those which are the responsibility for the time being of Lessees or of the local authority, and the Lessor's obligations in respect thereof shall include the maintenance and repair of the structure of the building, all systems, works and installation contained therein (other than those which are the responsibility of the Lessee or other Lessees within the building), the roofs, the exterior walls, the grounds and gardens, and all other parts of the common areas.

10.3 The Lessor shall not, however, be in breach of clause 10.2 above insofar as any of its obligations thereunder are not or cannot be fulfilled by reason of any Force Majeure or the acts of omissions of others over whom the Lessor has not direct authority or control, and where the Lessor is indeed in breach of clause 10.2, the Lessee's only remedy against the Lessor shall be a right of action for specific performance.

10.4 In the event that the Lessee fails to attend to any maintenance or repairs in terms of this lease agreement, then the Lessor shall:

- 10.4.1 give the Lessee 7 (seven) days written notice, calling upon the Lessee to attend to such maintenance/repairs;
- 10.4.2 in the event that the Lessee does not do so within that period, then the Lessor shall be entitled itself to, or through someone else, attend to such maintenance and repairs and claim the cost thereof from the Lessee.

**11. SECURITY**

In the event that the Lessor directly or indirectly provides security services or any security equipment in or around the Leased Premises or the property then the Lessee:

- 11.1 agrees that the Lessor will not be held responsible or legally liable for any acts or omissions of the person/s or

entity/ies carrying out such security services or for the failure of any of the security equipment or in the event that the security equipment is not in working order;

- 11.2 the Lessee waives any claims which it may have against the Lessor arising out of the provision of security services or security equipment by the Lessor.

**12. INTERRUPTION OF USE**

The Lessee shall have no claim of whatever nature, whether for remission of rent, inconvenience, financial loss or otherwise, by reason of the property and/or the Leased Premises falling into a state of disrepair and/or by reason of the interruption of any services (including but not limited to the supply of electricity and water) relating thereto, or by reason of any maintenance, repair, renovation or rebuilding activities.

**13. LIMITATION OF LIABILITY**

The Lessor shall not be liable to the Lessee or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages including (without limitation) loss of data, profits or custom, and/or business foregone, whether foreseeable or not and whether or not in the contemplation of the parties at the time of the conclusion of this Lease which may arise out of the Lessee's use of the Leased Premises or the property.

**14. BREACH**

- 14.1 Should the Lessee:
  - 14.1.1 fail to make any payment in terms of this lease agreement by the due date for such payment; or
  - 14.1.2 breach any other term of this lease and fail to remedy any such breach within 7 (seven) days after having been given written notice requiring that breach be remedied; or
  - 14.1.3 conduct itself in such a way or consistently breach this lease agreement so that the lessee's conduct is inconsistent with the intention or ability to carry out the terms of this lease agreement;
- 14.2 then the Lessor shall be entitled, but not obliged, to:
  - 14.2.1 enforce the provisions of this lease and claim damages; or
  - 14.2.2 without further notice or demand, cancel this Lease (on written notice to the Lessee to that effect) and resume possession of the leased premises and without derogating from the rights of the Lessor, claim any arrear rentals and/or other amounts, payable to it and to claim and recover from the Lessee such damages as may be suffered in consequence of such breach and/or cancellation;
  - 14.2.3 Notwithstanding the above, no notice of breach shall be required from the Lessor if the Lessee has twice during the same 12 (twelve) month period breached the same or similar provisions of this lease.
- 14.3 The Lessee acknowledges that:
  - 14.3.1 all time limits imposed on the Lessee by this Lease must be complied with strictly;
  - 14.3.2 all property in the Leased Premises are subject to a general lien in favour of the Lessor for all rentals and or other amounts owing to the Lessor by the Lessee. In the event of any outstanding monies not being paid in full within 7 (seven) days after written notice requiring the breach to be remedied, the Lessor may enter

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the Leased Premises using such force as is necessary and which shall include the cutting of any locks and make an inventory of the property in the Leased Premises and take possession of such property (including the right to remove same) which property shall become the property of the Lessor. The Lessor shall, in addition, have the right to sell the property by private arrangement or public auction to defray any unpaid rentals, or costs associated with collection fees and/or costs associated with disposal of the property; and/or dispose of the property as the Lessor reasonably sees fit.

14.3.3 the Lessor shall, for as long as the Lessee remains in breach of this lease agreement, be entitled to deny the Lessee access to the Property and/or Leased Premises as it in its sole discretion deems fit.

**15. TRANSFER OF RIGHTS**

- 15.1 The Lessee may not without the prior written consent of the Lessor sublet the Leased Premises or allow anyone else to occupy the Leased Premises.
- 15.2 The Lessee may not cede, assign or encumber his rights under this lease.
- 15.3 In the event of a sale of the property by the Lessor to any third party, the Lessee agrees to be bound to such third party in terms of this lease. The Lessor shall furthermore at any time be entitled to sell, cede, assign, delegate and make over unto or in favour of any legal persona, all its rights, title, interest and obligations as contained herein.

**16. TERMINATION**

- 16.1 Either party may terminate this Lease, after the Initial Expiry Date, by giving the other party one month's written notice to this effect. The lease Termination Date shall be calculated to be 30 (thirty) calendar days from the date of the aforesaid written notice. **Upon notice of termination by either party, the Lessee agrees that the rental due in respect of the notice period shall be paid by means of Electronic Funds Transfer, credit- or debit card. Such payment will not attract administration fees as detailed in the Schedule.**
- 16.2 Should the Lessee fail to vacate the Leased Premises and remove its lock on or before the lease Termination Date then this Lease shall automatically be renewed for a further period of 1 (one) month at a time on the same terms and conditions save for the Commencement Date which shall become the first calendar day after the said Termination Date. Alternatively, at the Lessor's discretion this lease will be terminated and the provisions of clause 16.5 will apply.
- 16.3 The Lessee agrees and acknowledges that:
  - 16.3.1 there are no pro-rata rental refunds in the event that it vacates the Leased Premises before the Termination Date;
  - 16.3.2 if the Leased Premises are vacated at any time without the required notice in terms of clause 16.1 having been provided, the Lessor shall be entitled to set off the Lessee's deposit against any outstanding moneys due; and
  - 16.3.3 if the Leased Premises are vacated after the Termination Date, a full month's rental shall be due in respect of that month.
- 16.4 In the event of illegal or environmentally harmful activities taking place at the Leased Premises, the Lessor may, on

written notice, immediately terminate the Lease.

16.5 Upon termination the Lessee shall remove all property in the Leased Premises and leave the Leased Premises in a clean and tidy condition and in a good state of repair, to the satisfaction of the Lessor. The Lessee shall pay all outstanding monies owed to the Lessor up to and including the Termination Date, failing which the provisions of clause 14.2 shall apply. Property not removed from the Leased Premises will become the property of the Lessor who may deal with such property in any manner they in their sole discretion deem fit.

**17. NOTICES AND DOMICILIA**

Any notice to be given pursuant to the terms of this Lease shall be given in writing to the party due to receive such notice: (i) in the case of the Lessee at the physical or email address of the Lessee, as stipulated in the Schedule; and (ii) in the case of the Lessor at Building 3, Culross on Main, 34 Culross Road, Bryanston, 2191 or email address. Notices to the physical address shall be delivered personally and shall be deemed to be received on delivery and, in the case of email transmission, on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

**18. CONDUCT RULES**

18.1 The Lessor may from time to time prescribe conduct rules relating to the use and enjoyment of the Leased Premises; matters relating to security, fire, safety, access control; the Hub; parking; the keeping and placing of heavy objects in the Leased Premises; the use of air-conditioning and heating; and all matters incidental thereto. The conduct rules, as applicable and in force as at date of signature hereof, are attached hereto as Annexure "D".  
The Lessee agrees to abide by the said Conduct Rules governing the use of the Leased Premises, as published and amended from time to time, and to comply with any reasonable instructions of the Lessor, its employees, agents or service providers.

**19. PREPAID ELECTRICITY METERS**

The Lessee shall pay for all electricity that is consumed by the Lessee in or on the Leased Premises, as separately metered by the relevant prepaid meter.

**20. RELAXATION**

No latitude, extension of time or other indulgence granted by the Lessor to the Lessee will prejudice any right of the Lessor, or form the basis of any waiver, estoppel or novation of any obligation under this Lease.

**21. DEBIT ORDER**

21.1 By signing the debit order authorisation attached to this Lease as Annexure "C", the Lessee explicitly authorises the Lessor to recover the following fees and costs via the debit order:

- 21.1.1 Rental (including VAT), including any increase provided for in terms of this Lease (clause 4.4);
- 21.1.2 Late payment and interest fees (clause 5);
- 21.1.3 Any bank charges or other administrative charges incurred by the Lessor due to late payment by the Lessee;
- 21.1.4 Any other charges which may become due and payable arising out of the Lessee's use of the Leased Premises.

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**22. GENERAL**

- 22.1 Any right granted herein to the Lessor may be exercised by the Lessor’s rental agent or other representative.
- 22.2 If this Lease is signed for the Lessee by a person (“Signatory”) acting as an agent or representative of the Lessee, then the Signatory by their signature hereto shall be liable jointly and severally for all the obligations imposed on the Lessee in terms of this Lease.
- 22.3 All of the Schedules and/or annexures hereto are incorporated as part of this Lease.
- 22.4 This Lease shall be binding upon the parties hereto, including their heirs, executors, administrators and assigns.
- 22.5 This Lease forms the sole contractual relationship between the parties in relation to the subject matter of the Lease and no variation of this Lease shall have any effect unless such a variation is in writing and signed by both the Lessor and Lessee.
- 22.6 If any provision of this Lease is unenforceable then that unenforceable provision shall be severed from the remaining provisions of this Lease. The remaining terms and conditions shall remain in full force and effect.
- 22.7 This Lease supersedes all or any prior agreements or negotiations between the parties hereto relating to the Leased Premises.
- 22.8 Should the Leased Premises be destroyed or damaged so that it can no longer be beneficially occupied by the Lessee, this Lease shall automatically terminate.
- 22.9 If the Lessee, for whatever reason, transfers the contents of his Leased Premises to an alternate Leased Premises, this Lease, as signed, is deemed to apply to the alternate Leased Premises, except that the Rental shall be the prevailing rental for the alternate Leased Premises on the date of occupation thereof by the Lessee.
- 22.10 Any terms not defined in Annexure A shall have the meaning given to them on the Schedule to which these terms are attached.
- 22.11 These terms shall be read with the Schedule to which they relate and in the event of any conflict between these terms and the terms of the Schedule, the terms of the Schedule shall take precedence, but solely to the extent of such conflict.
- 22.12 This Lease shall be construed and governed in accordance with the laws of the Republic of South Africa and the parties agree that any Magistrate’s Court that has jurisdiction over the Lessee shall have jurisdiction to hear any action or proceeding that may arise out of this Lease.



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**ANNEXURE C**

**BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY  
IN RESPECT OF STOREHOUSE LEASE AGREEMENT  
("THE AGREEMENT").**

Name (Debtor) :	_____	Date :	_____
Address :	_____	Contract No. :	_____
	_____	Debit Amount :	_____
	_____	Commencement Date:	_____
Contact No :	_____	Abbreviated name as registered with the bank :	<b>STOREHOUSE</b>

Dear Sirs/Madams

The details of my/our account are as follows:

Bank : \_\_\_\_\_

Branch Name : \_\_\_\_\_

Branch No. : \_\_\_\_\_

Account Name. : \_\_\_\_\_

Account No. : \_\_\_\_\_

Type of A/C : \_\_\_\_\_

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows:

Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement.

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A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE**

I / We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

**CANCELLATION**

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancelation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

**FOR OFFICE USE**

AGREEMENT REFERENCE NUMBER:

\_\_\_\_\_

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## ANNEXURE D

### STOREHOUSE CONDUCT RULES

#### 1. Introduction

- 1.1 These rules are made by the Property Manager in terms of the Storehouse Lease Agreement.
- 1.2 The rules are binding on all users including but not limited to, Lessees, their visitors and/or staff members, as applicable. Any breach of these rules by visitors of staff members will be attributed to the relevant Lessee who will be responsible for such breach.
- 1.3 These rules will be enforced by the Property Manager. Any infringement of these rules may result in the offender's lease being terminated forthwith and the offender being denied further access to the complex.

#### 2. Use and Occupation

- 2.1 Except on an occasional basis and by bona fide visitors, no unit may be used simultaneously by more than:
- One person in respect of units up to 18 m<sup>2</sup> in size; or
  - Two people in respect of units up to 24 m<sup>2</sup> but greater than 18 m<sup>2</sup>; or
  - Three people in respect of units greater than 24 m<sup>2</sup>.
- 2.2 No person is permitted to sleep overnight or reside in a unit or anywhere in the complex including the Hub under any circumstance whatsoever.
- 2.3 No Lessee may:
- hold any event of whatsoever nature in their unit, at the Hub or on common property without the prior written consent of the Property Manager;
  - erect, store, leave or allow to be erected any article or item on any part of the building or common property;
  - remove any shrub, tree or plant from the common property;
  - store any foodstuff and/or perishable items in their unit nor install and maintain refrigeration units in their unit for the purpose of storing of foodstuff and/or perishable items.
- 2.4 No animals, reptiles, birds or pets shall be brought onto the complex or kept or harboured by a Lessee in their unit. Should the Lessor and or Property Manager discover that any animals, reptiles, birds or pets are being kept or harboured in a unit, the Lessor and or Property Manager has the authority to contact the relative authorities, gain entry into the unit and remove such animals, reptiles, birds or pets without written notice to the Lessee. All costs incurred for the removal of animals, reptiles, birds or pets, will be for the Lessee's account.
- 2.5 No Lessee is permitted to place any signs, notices, billboards or advertisements of any kind whatsoever on any part of their unit, so as to be visible from outside the unit.

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- 2.6 The Lessor and or Property Manager shall not be liable for any injury or loss or damage of any description, which a Lessee of a unit or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or quest may sustain, physically or to his or their property, directly or indirectly, in or about the property or in the individual unit by reason of any defect to the property, its amenities or for any act done or for any neglect on the part of the Lessor, Property Manager or any of its' employees, servants, agents or contractors.
- 2.7 The Lessor, Property Manager or its employee and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 2.8 A Lessee shall not use or permit his unit to be used for any purpose, which is illegal or injurious to the reputation of the property.
- 2.9 Each Lessee shall keep his unit free of pests, white ants, borer and other insects and to this end shall permit the Lessor, Property Manager, and their duly authorised Service Providers or employees, to enter upon the unit from time to time for the purpose of inspecting and to take such action as may be reasonably necessary to eradicate any such pests. The costs of inspection and/or eradication of any such pests as may be found within the storage unit, replacement of any material forming part of the unit, which may be damaged by any such pests shall be borne by the Lessee of the unit concerned.
- 2.10 No smoking is permitted in any unit. Smoking is only allowed in designated smoking areas or areas permitted in accordance with the Tobacco Regulations Act.

### 3. Noise and Nuisance

- 3.1 Users may not create any nuisance or disturbance (whether through noise, odours, or any other manner whatsoever) on or about the complex.
- 3.2 All Lessees shall ensure that their use of their unit and of the common areas and facilities is at all times conducted in such a manner as not to detrimentally affect the rights and interests of other users.
- 3.3 The privacy of all users is to be respected at all times.

### 4. Traffic and Vehicles

- 4.1 A speed limit of **10 kilometers** per hour applies within the complex and must be adhered to at all times.
- 4.2 No quad bikes or motorcycles may be ridden within the complex except when travelling between a unit and the entrance gate for purposes of entering or exiting the complex.
- 4.3 No vehicles may be repaired or maintained in parking areas or on common property. Repairs and maintenance may only be undertaken inside units.
- 4.4 Washing of vehicles is restricted to the designated washbay area provided for that purpose. Only vehicles of Lessees may be washed at the designated wash bay area. The use of hose pipes and taps for the purpose of washing vehicles is subject to general water usage restrictions in force from time to time. All cleaning materials are to be supplied by the Lessee.
- 4.5 Hooters shall not be sounded within the complex other than in emergencies.



## 5. Parking

- 5.1 Vehicles may only be parked in areas specifically designated for parking. Vehicles may not be parked in driveways or no parking zones. Any illegally parked vehicles may have their wheels clamped and a fine of R500.00 (five hundred rand) will be imposed alternatively the Property Manager is permitted to tow away the offending vehicle from the premises at the risk and expense of the Lessee.
- 5.2 No Lessee is permitted to park or stand any type of vehicle in a parking bay that has not been specifically allocated and leased to them.
- 5.3 Lessees shall ensure that their vehicles and the vehicles of their visitors do not drip oil or brake fluid onto any hard-surfaced area, including parking areas. If dripping occurs, its removal will be for the account of the Lessee concerned.
- 5.4 Parking bays may not be used, under any circumstance, to store a vehicle that is damaged or un-roadworthy.
- 5.5 Vehicles parking or entering the property are subject to the express condition that they are parked at the Lessee's risk and responsibility and that no liability shall attach to the Lessor, Property Manager or any of their employees for any loss or damage of whatever nature, which the Lessee, or any person claiming through or under him, may suffer in consequence of the vehicle having been parked in the property.
- 5.6 Under no circumstances will parking in front of fire hydrants be permitted. A breach of this rule will entitle the Property Manager to have any offending vehicle removed or towed away to a public road or garage at the expense of the owner of the vehicle.
- 5.7 Lessees shall ensure that motor vehicles of visitors are only parked in such areas as are specifically demarcated for that purpose. A breach of this rule will entitle the Property Manager to have the offending vehicle towed away at the risk and at the expense of the owner of the vehicle or alternatively the Lessee concerned.
- 5.8 Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any Lessee park their vehicles in such areas.

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## 6. Security

- 6.1 All users must comply with all security measures implemented from time to time by the Property Manager.
- 6.2 Roller shutter and pedestrian doors must be kept closed and locked at all times when the Lessee is not in occupation of their unit.

## 7. Visitors

- 7.1 Visitors to the complex are required to sign in at the entrance gate and will be allowed access to the visitors waiting area only. Visitors are required to notify the Lessee whom they are visiting of their arrival and the Lessee being visited is required to scan their visitor into the Lessee-only area using their own access disc. If the Lessee is not present on site the visitor will not be granted further access. Visitors must at all times be accompanied by a Lessee or Lessee's staff member.
- 7.2 Lessees are responsible for their visitors at all times and are to ensure their visitors comply with the complex's conduct rules at all times. Any damage caused by such visitors shall be repaired at the cost of the Lessee concerned to the satisfaction of the property Manager, forthwith upon receipt of written notice by the Property Manager to do so.

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**8. Refuse**

- 8.1 Refuse must be disposed of in the appropriate closed refuse bins, which are stored in such locations as are demarcated for that purpose. All refuse must be separated into the separate and appropriate containers for recycling purposes.
- 8.2 Lessee's must ensure that all their refuse fits inside the designated refuse bin and that no refuse is placed on the ground within the designated refuse areas. Any refuse that is too large for a designated refuse bin must be disposed of in the designated central waste area.
- 8.3 No refuse is to be disposed of on the ground under any circumstances whatsoever.

**9. Common Area Facilities**

- 9.1 All common area facilities forming part of Storehouse shall be used at the sole risk of the user. The Property Managers and/or their representatives will not be liable for any injury, loss or damage suffered arising from the use of such facilities.
- 9.2 The use of common area facilities is restricted to Lessees only and, where permitted, their visitors. All visitors must be accompanied by a Lessee at all times when using such facilities.
- 9.3 Roller-skating, rollerblading and skateboarding are not permitted on any of the hard-surfaced areas at any time.
- 9.4 No children are permitted to play in the parking areas, driveways, or common areas unless under the supervision of an adult.

**10. The Hub**

- 10.1 The Hub, its facilities and business services are for the exclusive use of Lessees.
- 10.2 Each Lessee is entitled to a single free membership of the Hub. Extra memberships for additional staff and/or visitors can be purchased as required. The Property Manager reserves the right to control access to the Hub and are will evict any non-members as it, in its sole discretion, deems fit.
- 10.3 Smoking is not permitted in the Hub or in any area which is intended for the shared use of all users. Smoking is only permitted in areas specifically designated for that purpose.

**11. Insurance**

- 11.1 The Lessor and or Property Manager shall have no responsibility whatsoever for the insurance of the contents of any particular unit and or any vehicle housed in a leased parking bay, which shall at all times be the sole responsibility of the Lessee in question.
- 11.2 Any Lessee shall not do or permit to be done in his unit or common area, anything which will or may increase the rate or premium payable by the Lessor on any insurance policy or which may tend to vitiate any such insurance policy nor bring into the premises or building any hazardous substances whatsoever without the prior written consent of the Lessor.
- 11.3 A Lessee shall not store or harbour on the property or any part thereof or in his unit any goods which may vitiate any fire insurance policy held by the Lessor or increase the premium payable in respect of such policy.





## 12. Non-Compliance

The terms and conditions of use set out herein are in the interests of all who are leasing units and/or parking bays at Storehouse Midrand. It is a function of the Lessor, Property Manager, its employees, agents, service providers and all Lessees to see that these conditions are adhered to. All complaints, violations of these rules, or any other cause of concern must be in written form, addressed to the Lessor or Property Manager in order that appropriate corrective action may be taken.

### **FOR OFFICIAL USE ONLY**

Action	Completed By	Date
Lease Received		
Lease Checked and Approved		
Capture Storman		
Capture Lease Report		
Capture Sage		
Deposit Received		
Lease Scanned & Loaded		
Debit Order Hard Copy		
Pre-paid Elec. Info Mailed		
Capture Pre-paid Aurora		

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